

03/15/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101328071

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger Effective Date
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

- ☒ Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

- ☐ Mark if additional names of receiving parties attached

- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
- City State/Country Zip Code
- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/20/2000 JSHABAZZ 00000072 75430577

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 002056 FRAME: 0300

**RECORDATION FORM COVER SHEET
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Conveying Party

☒ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

03 09 2000

Formerly

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☐ Other

☒ Citizenship/State of Incorporation/Organization

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Name

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)

City

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☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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TRADEMARK
REEL: 002056 FRAME: 0301

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Month Day Year
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Execution Date
Month Day Year

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Formerly

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☒ Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

State/Country

Zip Code

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- ☐ Other

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TRADEMARK
REEL: 002056 FRAME: 0302

**RECORDATION FORM COVER SHEET
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- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002056 FRAME: 0303

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

08

Trademark Application Number(s) or Registration Number(s)☐ Mark if additional numbers attachedEnter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).**Trademark Application Number(s)**

75/430577

75/279759

75/430576

75/732586

Registration Number(s)

1,724,131

1,845,070

1,720,620

1,722,330

1,976,570

Number of Properties

Enter the total number of properties involved.

#

09

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240

Method of Payment:

Enclosed ☐Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

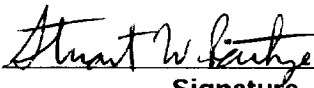
Authorization to charge additional fees:

Yes ☐No ☐**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Stuart W. Rathje

Name of Person Signing



Signature

3/15/00

Date Signed

TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 9th day of March, 2000 by and among Statistica, Inc., a Maryland corporation, WPI, Inc., a Maryland corporation, SI Enterprise Consulting Corporation, a Delaware corporation and System Technology Associates, Inc., a Colorado corporation (each together with each of its successors, a "Company" and collectively, the "Companies"); and Banc of America Commercial Finance Corporation, as Agent ("Agent") for the Lenders referred to below.

WITNESSETH

WHEREAS, pursuant to a certain Credit Agreement of even date herewith among SI International, Inc., a Delaware corporation (the "Borrower"), SI International, L.L.C., a Delaware limited liability company, certain lenders (the "Lenders"), First Union National Bank, as syndication agent and as a Lender, and the Agent (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and the Lenders have agreed to make certain loans to the Borrower, and to extend certain other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, pursuant to a certain Security Agreement of even date herewith among the Agent and the Companies (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement") each Company has granted to the Agent, for the ratable benefit of the Agent and the Lenders, a continuing security interest in certain of each Company's assets, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies and the Agent agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Secured Obligations (as such term is defined in the Security Agreement), each Company hereby grants to the Agent, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trademark licenses, trademark-based rights in intellectual property, goodwill, trade names, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business

identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, all General Intangibles related thereto, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Company's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Company warrants and represents to Agent that:

i. no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

ii. each Trademark is valid and enforceable;

iii. such Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances other than Permitted Liens (as defined in the Credit Agreement), including without limitation licenses, shop rights and covenants by such Company not to sue third persons;

iv. such Company has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

v. such Company has the unqualified right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Each Company agrees that until the Secured Obligations shall have been satisfied in full and the Security Agreement shall have been terminated, such Company shall not, without the prior written consent of Agent, sell or assign its interest in, or grant any license under, any Trademark material to Borrower's business or enter into any other agreement with respect to any Trademark material to Borrower's business, and such Company further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Mortgage.

5. New Trademarks. Each Company represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by such Company. If, before the Secured Obligations shall have been satisfied in full and the Security Agreement has been terminated, each Company shall (i) become aware of any existing Trademarks of which such Company has not been previously informed, or (iii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and such Company shall give the Agent prompt written notice thereof. Each Company hereby agrees that, upon the Agent's written request, such Company will execute and deliver to the Agent one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by such Company.

6. Royalties; Term. The term of the security interests granted herein shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of the Secured Obligations and the termination of the Security Agreement in accordance with its terms. Each Company agrees that upon the occurrence of an Event of Default, the use by the Agent of all Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Agent to such Company.

7. Product Quality. Each Company agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Agent, upon Agent's request from time to time, with a certificate of an officer of such Company certifying such Company's compliance with the foregoing. Upon the occurrence of an Event of Default, each Company agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Company under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Secured Obligations and termination of the Security Agreement, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Documents.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne jointly and severally by the Companies. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be

borne by and paid jointly and severally by the Companies and shall be charged against the Secured Obligations.

10. Duties of Companies. Each Company shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until the Secured Obligations shall have been paid in full and the Security Agreement has been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with any Company's obligations under this Section 10 shall be borne by the Companies.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, each Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and such Company shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between the Companies and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Effect on Other Agreements; Power of Attorney; Cumulative Remedies. Each Company acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. Each Company hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Company's true and lawful

attorney-in-fact, with power to (i) endorse such Company's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full and the Security Agreement has been terminated. All of the rights and remedies of the Agent and each Lender with respect to the Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Agent shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

16. Binding Effect; Benefits. This Mortgage shall be binding upon the Companies and their respective successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns.

17. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

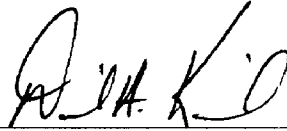
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Company agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of each Company contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Financing Documents.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.


SI INTERNATIONAL, INC.

By 
Title _____

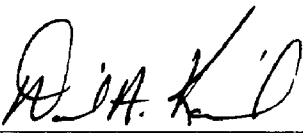
STATISTICA, INC.

By 
Title _____

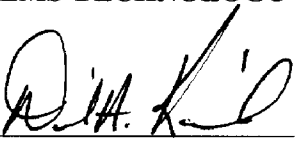
WPI, INC.

By 
Title _____

SI ENTERPRISE CONSULTING CORPORATION

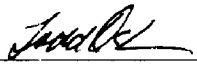
By 
Title _____

SYSTEMS TECHNOLOGY ASSOCIATES, INC.

By 
Title _____

Accepted and Agreed to as
of the date first written above:

**BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION, AS AGENT**

By 
Its SENIOR VICE PRESIDENT

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Statistica	Reg. No. 1,724,131	October 13, 1992
Statisticard	Reg. No. 1,845,070	July 12, 1994
SI Statistica & Design	Reg. No. 1,720,620	September 29, 1992
SI	Reg. No. 1,722,330	October 6, 1992
Performability	S/N 75-430577	March 9, 1999 (Intl Class 42)
Peak Performance Solutions	S/N 75-279759	April 8, 1999
WPI	S/N 74-687483 Reg. No. 1976570	May 28, 1996

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Performability	75-430576	November 18, 1998 (Intl Class 9)
StarSafe	75-732586	June 21, 1999